

<i>SERFF Tracking Number:</i>	<i>TRAX-125736511</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR0804801F01</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>2008 General Liability - New & Revised Endorsement</i>		
<i>Project Name/Number:</i>	<i>2008 General Liability - New & Revised Endorsements/GL AR0804801F01</i>		

Filing at a Glance

Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.		
Product Name: 2008 General Liability - New & Revised Endorsement		
SERFF Tr Num: TRAX-125736511 State: Arkansas		
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GL AR0804801F01	State Status: Fees verified and received	
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts
	Author: SPI Transguard	Disposition Date: 07/17/2008
	Date Submitted: 07/16/2008	Disposition Status: Approved
Effective Date Requested (New): 01/01/2009		Effective Date (New):
Effective Date Requested (Renewal):		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: 2008 General Liability - New & Revised Endorsements	Status of Filing in Domicile:
Project Number: GL AR0804801F01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 07/17/2008	
State Status Changed: 07/17/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

In accordance with the filing requirements of your state, we hereby submit the captioned filing for your review and acceptance. This filing contains the following endorsements which are new or replace a previously filed edition as noted.:

SERFF Tracking Number: TRAX-125736511 State: Arkansas
Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50
Company Tracking Number: GL AR0804801F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 2008 General Liability - New & Revised Endorsement
Project Name/Number: 2008 General Liability - New & Revised Endorsements/GL AR0804801F01

FORM EDITION TITLE	REPLACED EDITION
064043 11/08 General Liability Coverage Form Enhancements	07/04
064044 11/08 Additional Insured - "Insured Contracts"	New
064045 11/08 Additional Insured - Designated Person or Organization - 45 Day Coverage Period	New
094015 11/08 Special Coverage for Household Goods Operations	07/04
094023 01/08 Installment Payment Endorsement	06/04
094025 02/05 Combined Rate Endorsement	06/04

Please refer to the attached Explanatory Memorandum for a detailed description of this filing.

These forms may be system-generated and formatted differently due to systems constraints. The content, however, will remain the same. In such case, these form will not be refiled unless otherwise requested by your Department in response to this filing.

We kindly request an effective date of January 1, 2009.

Company and Contact

Filing Contact Information

Robert Goddard, Compliance Analyst	Robert.Goddard@Transguard.com
215 Shuman Blvd	(630) 864-3476 [Phone]
Naperville, IL 60563	(630) 864-3579[FAX]

Filing Company Information

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.	CoCode: 28886	State of Domicile: Illinois
215 Shuman Blvd	Group Code: 225	Company Type: Property & Casualty
Suite 400		
Naperville, IL 60563	Group Name: IAT Reinsurance	State ID Number:
	Company Group	
(800) 796-2480 ext. [Phone]	FEIN Number: 36-3529298	

SERFF Tracking Number: TRAX-125736511 State: Arkansas
Filing Company: TRANSGUARD INSURANCE COMPANY OF State Tracking Number: EFT \$50
AMERICA, INC.
Company Tracking Number: GL AR0804801F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 2008 General Liability - New & Revised Endorsement
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SERFF Tracking Number: TRAX-125736511 State: Arkansas
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Company Tracking Number: GL AR0804801F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.	\$50.00	07/16/2008	21444204

SERFF Tracking Number: TRAX-125736511 State: Arkansas
Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50
Company Tracking Number: GL AR0804801F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 2008 General Liability - New & Revised Endorsement
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07/17/2008	07/17/2008

SERFF Tracking Number:	TRAX-125736511	State:	Arkansas
Filing Company:	TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.	State Tracking Number:	EFT \$50
Company Tracking Number:	GL AR0804801F01		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	2008 General Liability - New & Revised Endorsement		
Project Name/Number:	2008 General Liability - New & Revised Endorsements/GL AR0804801F01		

Disposition

Disposition Date: 07/17/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRAX-125736511 State: Arkansas

Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50

Company Tracking Number: GL AR0804801F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 2008 General Liability - New & Revised Endorsement

Project Name/Number: 2008 General Liability - New & Revised Endorsements/GL AR0804801F01

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	COMPARE 064043 11/08 to 07/04, COMPARE 094015 11/08 to 07/04, COMPARE 094023 01/08 to 06/04, COMPARE 094025 02/05 to 06/04	Approved	Yes
Supporting Document	08048 GL Forms 2008 Updates - Explanatory Memo	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	General Liability Coverage Form Enhancements	Approved	Yes
Form	Additional Insured - "Insured Contracts"	Approved	Yes
Form	Additional Insured-Designated Person or Organization-45 Day Coverage Period	Approved	Yes
Form	Special Coverage For Household Goods Operations	Approved	Yes
Form	Installment Payment Endorsement	Approved	Yes
Form	Combined Rate Endorsement	Approved	Yes

SERFF Tracking Number: TRAX-125736511 State: Arkansas

Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 2008 General Liability - New & Revised Endorsement

Project Name/Number: 2008 General Liability - New & Revised Endorsements/GL AR0804801F01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	General Liability Coverage Form Enhancements	064043	11/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 064043 Previous Filing #:		064043.PDF
Approved	Additional Insured - "Insured Contracts"	064044	11/08	Endorsement/Amendment/Conditions		0.00	064044.PDF
Approved	Additional Insured- Designated Person or Organization-45 Day Coverage Period	064045	11/08	Endorsement/Amendment/Conditions		0.00	064045.PDF
Approved	Special Coverage For Household Goods Operations	094015	11/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 094015 Previous Filing #:		094015.PDF
Approved	Installment Payment Endorsement	094023	01/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 094023 Previous Filing #:		094023.PDF
Approved	Combined Rate Endorsement	094025	02/05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 094025 Previous Filing #:		094025.PDF

GENERAL LIABILITY COVERAGE FORM ENHANCEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$
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COVERAGE DESCRIPTION <i>(All Enhancements are included unless specifically indicated)</i>	
I. Broadened Named Insured – New Ventures	
II. Blanket Additional Insured & Primary Additional Insured for Contracts	
III. Blanket Waiver of Subrogation for Contracts	
IV. Limited Expansion of Coverage without an Insured Contract – 45 Day Coverage Period	
V. Liberalization	
VI. Fire, Explosion and Sprinkler Leakage Legal Liability Coverage	
VII. Designated Location General Aggregate Limit	<input checked="" type="checkbox"/> Included with a \$1,000,000 Limit
VIII. Non-Employment Discrimination Liability	<input checked="" type="checkbox"/> Not Included <input type="checkbox"/> Included with a \$100,000 Limit
IX. Medical Payments	<input checked="" type="checkbox"/> Included with a \$50,000 Limit

The items listed in the **SCHEDULE** are provided as additions to your insurance program.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01** is amended as follows:

I. Broadened Named Insured – New Ventures

The last paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

Any organization you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

1. There is no other similar insurance available to that organization; and
2. The first Named Insured shown in the **Declarations** has the responsibility of placing insurance on that organization; and
3. That organization is incorporated or organized under the laws of any state of the United States of America, or the District of Columbia, and the business of that organization is relocation, transportation or storage or is directly associated with the relocation, transportation or storage business.

However:

- (a) Coverage under Paragraph 3. is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the **Declarations**, or the end of the policy period, whichever is earlier; and
- (b) **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (c) **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the **Declarations**.

II. Blanket Additional Insured and Primary Additional Insured for Contracts

The following is added to **SECTION II – WHO IS AN INSURED** at the end of Paragraph 2.:

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) that you are required to add as an additional insured on this policy under a written "insured contract". The written "insured contract" must be executed prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

The insurance provided to such additional insured is limited as follows:

- 1. Such person or organization is only an additional insured with respect to liability arising out of:
 - (a) the ownership, maintenance or use of that part of any premises or land rented or leased to you by the additional insured;
 - (b) "your work" performed for that additional insured;
 - (c) the ownership, maintenance, operation or use by you of equipment leased to you by the additional insured;
 - (d) "your work" or work performed on your behalf for which any state or

political subdivision has issued a permit.

- 2. Notwithstanding **Paragraph 1.**, the coverage provided to the additional insured by this endorsement does not apply to "property damage" to personal property that is in the care, custody or control of any insured.
- 3. The Limits of Insurance applicable to the additional insured are those specified in the "insured contract" or in the **Declarations** for this policy, whichever is less. These Limits of Insurance are inclusive and are not in addition to the Limits of Insurance shown in the **Declarations**.
- 4. Except when required by the "insured contract", the coverage provided to the additional insured by this endorsement does not apply to:
 - (a) "bodily injury" or "property damage" occurring after:
 - (1) all work on the project to be performed by you on behalf of the additional insured has been completed;
 - (2) you cease to be a tenant in the premises which are the subject of the "insured contract";
 - (3) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - (b) "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - is amended with the addition of the following:

4. Other Insurance

- (b) **Excess Insurance** -- This insurance is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the "insured contract" specifically requires that

this insurance be either primary or primary and non-contributing. Where required by the "insured contract", we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

III. Blanket Waiver of Subrogation for Contracts

In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. Transfer Of Rights Of Recovery Against Others To Us and Blanket Waiver of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Notwithstanding the provisions of paragraph a. above, if required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

IV. Limited Expansion of Coverage without an "Insured Contract"

The following is added to the end of Paragraph 2. in **SECTION II – WHO IS AN INSURED**:

WHO IS AN INSURED (Section II) is amended to add the following provision:

1. If the terms of an "insured contract" require that you name as an additional insured, persons or organizations which are not parties to the "insured contract", such person or organization will be considered an additional insured on this policy. The "insured contract" must be executed prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
2. The insurance provided to the additional insured is limited as follows:

The person or organization is only an additional insured with respect to liability arising out of:

- (a) the ownership, maintenance or use of that part of the premises or land on which "your work" is performed;
- (b) "your work" performed for that additional insured.

3. Notwithstanding **Paragraph 2.**, the coverage provided to the Additional Insured by this endorsement does not apply to "property damage" to personal property in the care, custody or control of any insured.
4. The limits of insurance applicable to the additional insured are those specified in the "insured contract" or in the **Declarations** for this policy, whichever is less. These limits of insurance are inclusive and are not in addition to the limits of insurance shown in the **Declarations**.
5. It is a condition of the coverage granted to the additional insured under this provision that the name and address of such person or organization, as well as a complete description of "your work", has been provided to us prior to the commencement of "your work" for the additional insured.
6. Except when required by the "insured contract", the coverage provided to the additional insured by this endorsement does not apply to:
 - (a) "bodily injury" or "property damage" occurring after the earliest of the following:
 - (1) all work on the project to be performed by you on behalf of the additional insured at the site of the covered operations has been completed;
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
 - (3) 45 days after notification as described in **Paragraph 5.** above.

- (b) "Bodily injury" or "property damage" arising out of the sole negligence or fault of the additional insured or of those acting on behalf of the additional insured.

7. **Waiver of Subrogation** - If the "insured contract" requires that we waive any right of recovery we may have against the additional insured and we are advised of this requirement and agree in writing, prior to the "bodily injury", "property damage", "personal injury" or "advertising injury", then we waive any right of recovery we may have against the additional insured because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under the "insured contract". This waiver applies only to the additional insureds which are the subject of this provision.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - is amended with the addition of the following:

4. Other Insurance

- (b) **Excess Insurance** -- This insurance is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "insured contract" specifically requires that this insurance be either primary or primary and non-contributing. Where required by the "insured contract", we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

V. Liberalization

In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following Paragraph is added at the end of the section:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this Coverage Part without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

VI. Fire, Explosion and Sprinkler Leakage Legal Liability Coverage

In **SECTION I – COVERAGE, COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE**, the paragraph following **Paragraph (6)** of exclusion **j.** is deleted and replaced by the following:

Paragraphs **(1)**, **(3)**, and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, explosion, or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 days or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraph **6.** in **SECTION III – LIMITS OF INSURANCE** is deleted and replaced with the following:

6. Subject to **Paragraph 5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, or sprinkler leakage while rented to you, temporarily occupied by you with the permission of the owner, is the greater of:

(a) **\$1,000,000** Any One Premises; or

(b) The Damage to Premises Rented to You Limit shown in the **Declarations**.

In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance, b. Excess Insurance**, paragraphs **(1) (a) (ii)** and **(iii)** are deleted and replaced with the following:

(ii) That is Fire, Explosion, or Sprinkler Leakage insurance for premises while rented to you or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

In **SECTION V – DEFINITIONS**, definition **9. "Insured Contract"** means, Paragraph **a.** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, or sprinkler leakage to premises while rented to you, temporarily occupied by your with permission of the owner, or managed by you under a written contract with the owner is not an "insured contract";

VII. Designated Locations General Aggregate Limit

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I -- COVERAGES, COVERAGE A**, and for all medical expenses caused by accidents under **COVERAGE C**, which can be attributed only to operations at a single designated "location" shown in the **Declarations**:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the **Declarations**.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the **Declarations** nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the **Schedule** above.
 - 4. The limits shown in the **Declarations** for **Each Occurrence, Damage to Premises Rented To You** and **Medical**

Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the **Declarations**, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to operations at a single designated "location" shown in the **Schedule** above:
 - 1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

VIII. Non-Employment Discrimination Liability

This enhancement does not apply unless indicated as "Included" in the **Schedule**.

Unless "personal and advertising injury" is excluded from this Coverage Part, the following applies:

In **SECTION V – DEFINITIONS**, the following is added to the end of definition **14. “Personal and Advertising Injury”**:

“Discrimination”

Also in **SECTION V – DEFINITIONS**, the following additional definition is added:

“Discrimination” means the unlawful treatment of persons with respect to such person’s race, color, national origin, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

The following additional exclusions are added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

“Discrimination” directly or indirectly related to the refusal to employ or termination of employment of any person or to any employment related policy, practice, act or omission such as discipline, demotion, promotion, reassignment, evaluation, coercion, defamation, harassment, humiliation or retaliation directed at any person.

“Discrimination” directly or indirectly related to the discussions, negotiations, or other such arrangements necessary to engage the services of an independent contractor;

Any allegation of “discrimination” made against an independent contractor or owner operator, whether or not operating under your direction or authority;

“Discrimination” directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling, permanent lodging, or premises by or at the direction of any insured;

“Discrimination” if insurance thereof is prohibited by law; or

Fines, penalties, specific performance, punitive damages, or injunctions levied because of “discrimination”.

The first two paragraphs of Clause **4.** of **SECTION III – LIMITS OF INSURANCE** are deleted and replaced with the following:

- 4.** Unless loss results from “discrimination” and subject to **2.** above, the Personal and Ad-

vertising Injury Limit is the most we will pay under **Coverage B** for the sum of all damages because of all “personal and advertising injury” sustained by any one person or organization.

If loss results from “discrimination”, the most we will pay under **Coverage B** for the sum of all damages because of all “personal and advertising injury” is **\$100,000** in any one annual policy period. Furthermore, our right and duty to defend ends when we have paid or offered to pay the applicable limit of insurance in judgments or settlements.

The other provisions of Clause **4.** of **SECTION III – LIMITS OF INSURANCE** remain unchanged.

IX. Medical Payments

Unless **COVERAGE C MEDICAL PAYMENTS** has been excluded from this policy, the following applies:

In **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, exclusion **2.b.** is replaced by the following:

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured except a “temporary worker”.

The following is added at the end of **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**:

Limit of Insurance

The Medical Expense Limit of Insurance shall be:

- a.** The greater of **\$10,000** Any One Person, other than a “temporary worker”, or the amount shown in the **Declarations**.
- b.** **\$50,000** Any One Person only applicable to a “temporary worker”.

This Coverage Enhancement is excess over any other insurance that may apply to the “temporary worker;” and

If any person for whom we make payment under this Coverage Enhancement has rights to recover damages from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after an “accident” or “loss” to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – “INSURED CONTRACTS”

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written “insured contract”. The written “insured contract” must be executed prior to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”.
- B.** The insurance provided to the additional insured is limited as follows:
- 1.** Such person or organization is only an additional insured with respect to liability arising out of:
 - (a)** the ownership, maintenance or use of that part of any premises or land rented or leased to you by the additional insured;
 - (b)** “your work” performed for that additional insured;
 - (c)** the ownership, maintenance, operation or use by you of equipment leased to you by the additional insured;
 - (d)** “your work” or work performed on your behalf for which any state or political subdivision has issued a permit.
 - 2.** Notwithstanding **Paragraph 1.**, the coverage provided to the additional insured by this endorsement does not apply to “property damage” to personal property that is in the care, custody or control of any insured.
 - 3.** The Limits of Insurance applicable to the additional insured are those specified in the “insured contract” or in the **Declarations** for this policy, whichever is less. These Limits of Insurance are inclusive and are not in addition to the Limits of Insurance shown in the **Declarations**.
 - 4.** Except when required by the “insured contract”, the coverage provided to the additional insured by this endorsement does not apply to:
 - (a)** “bodily injury” or “property damage” occurring after:
 - (1)** all work on the project to be performed by you or on behalf of the additional insured has been completed;
 - (2)** you cease to be a tenant in the premises which are the subject of the “insured contract”;
 - (3)** that portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - (b)** “bodily injury” or “property damage” arising out of the sole negligence of the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – 45 DAY COVERAGE PERIOD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

A. WHO IS AN INSURED (Section II) is amended to include the following provision:

If the terms of an “insured contract” require that you name as an additional insured, persons or organizations which are not parties to the “insured contract”, such person or organization will be considered an additional insured on this policy. The “insured contract” must be executed prior to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”.

B. The insurance provided to the additional insured is limited as follows:

1. Such person or organization is only an additional insured with respect to liability arising out of:

- (a)** the ownership, maintenance or use of that part of any premises or land rented or leased to you by the additional insured;
- (b)** “your work” performed for that additional insured;

2. Notwithstanding **Paragraph 1.**, the coverage provided to the additional insured by this endorsement does not apply to “property damage” to personal property that is in the care, custody or control of any insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the “insured contract” or in the **Declarations** for this policy, whichever is less. These Limits of Insurance are inclusive and are not in addition to the Limits of Insurance shown in the **Declarations**.

4. It is a condition of the coverage granted to the additional insured under this provision that the name and address of such person or organization, as well as a complete description of “your work”, has been provided to up prior the commencement of “your work” for the additional insured.

5. Except when required by the “insured contract”, the coverage provided to the additional insured by this endorsement does not apply to:

(a) “bodily injury” or “property damage” occurring after the earliest of the following:

(1) all work on the project to be performed by you or on behalf of the additional insured has been completed;

(2) that portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or

(3) 45 days after notification as described in **Paragraph 4.** above.

(b) “bodily injury” or “property damage” arising out of the sole negligence of the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL COVERAGE FOR HOUSEHOLD GOODS OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

SCHEDULE

Type of Coverage	Limit of Insurance	Premium
Remediation Coverage for "Water Incidents"	\$ 15,000. Total of all costs in any one annual policy period for "water incidents" at unspecified locations.	\$ Included
	\$10,000. Total of all costs in any one annual policy period for "water incidents" at any specified location	

Definition of Industry Segment:

"HOUSEHOLD GOODS" operation means the transportation, storage, handling, packing and other related services for "Shipper's Goods" or "Customer's Goods".

For this Industry Segment, "Shipper's Goods" or "Customer's Goods" means personal effects, furniture, furnishings, household appliances, household electronics, equipment or supplies used or to be used in a dwelling and/or similar property.

The following coverages are added or amended for insureds with the above described operations. Any applicable Limits of Insurance are shown in the **Schedule**.

Remediation Coverage for "Water Incidents"

Bodily Injury and Property Damage Liability claims resulting from exposure to "fungi", bacteria or mold are specifically excluded by the attachment of form **CG 21 67** to this policy.

Damage to property in your care, custody, or control resulting from "*environmental contamination, mold contamination...(or) changes in temperature or humidity*" is specifically excluded in

forms **083006** and **083007** one or both of which are attached to this policy.

Remediation Coverage for "Water Incidents" does not invalidate the exclusions described above. It is intended to provide coverage enabling an immediate response to a water incident so that mold, "fungi", or bacteria do not develop.

It is a condition of this coverage that any "water incident" be reported to us as soon as practica-

ble after the incident. In no case should this notice exceed ten (10) days after the occurrence. If the report is not made within the time frame, this coverage is void.

The following is added at the end of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01**:

3. Up to the Limit of Insurance shown in the **Schedule**, we will pay all necessary costs to clean, dry, remove, contain, restore, detoxify, treat, neutralize, un-pack, re-pack or remediate water damage to property or premises of others that relate directly to a "water incident". Also included in the Limit of Insurance is the cost to replace any item from which water cannot be removed.

This coverage is excess over any other coverage that may be provided elsewhere in this policy. However, once the Limit of Insurance shown in the **Schedule** has been paid, or a written offer to make payment of the limit has been made, we have no further obligation, including any defense obligation, with respect to Supplementary Payments resulting from "water incidents".

"Water Incident" means:

1. The sudden and accidental release of water from pipes, tubes, sprinklers or tanks;
2. Accidental exposure to rain, sleet, hail or snow inside or outside of a specified location or elsewhere; or
3. Accidental exposure to water that results from the backup in or overflow of streets, sewers, drains, or standing bodies of water.

The **Commercial Inland Marine Conditions** are amended as follows:

LOSS CONDITIONS, Section G. Pairs, Sets Or Parts only applies if you are legally liable for pairs, sets or parts under your governing tariff or a "Shipping Document" or "Storage Document".

The **Basic Cargo Liability Coverage Form 083006** is amended as follows:

If a Bill of Lading or an "Advice of Coverage" form is not issued for a shipment of household goods, then under **Section D. Exclusions**, clause 1. is deleted and replaced by the following:

1. For loss or injury to: bills of exchange, bonds, bullion, jewelry, watches, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, antiques, fine arts, furs, or firearms.

The **Basic Warehouse Liability Coverage Form 083007** is amended as follows:

If a Warehouse Receipt or an "Advice of Coverage" form is not issued for permanent storage of household goods, then under **Section D. Exclusions**, clause 1. is deleted and replaced by the following:

1. For loss or injury to: bills of exchange, bonds, bullion, jewelry, watches, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, antiques, fine arts, furs, or firearms.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PAYMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

A. Installments

In consideration of the issuance of this policy, the Insured agrees that the Annual Premium for this policy is to be paid in installments. Down Payment and any applicable state taxes or fees are due at the inception of coverage. Future Installment Payments are due as shown in the **INSTALLMENT SCHEDULE**.

B. Endorsements

Additional premiums due for Endorsements issued after inception may be paid on a cash basis or added to future installments due.

Return premiums due for Endorsements issued after inception may be refunded on a cash basis or deducted from future installments.

Any change to the PAYMENT SCHEDULE resulting from such endorsements will be reflected on the **INSTALLMENT SCHEDULE**.

C. Cancellation Provisions

Non-Payment of any original Installment or revised Installment resulting from endorsement changes will result in the Company mailing Notice of Cancellation in accordance with the policy terms and conditions.

COMBINED RATE ENDORSEMENT

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

This endorsement applies only to the premium developed for those Coverage Parts marked by ☒ below.

	Estimated Annual Premium
<input type="checkbox"/> Commercial Property Coverage Part	\$ _____
<input type="checkbox"/> Commercial General Liability Coverage Part	\$ _____
<input type="checkbox"/> Crime and Fidelity Coverage Part	\$ _____
<input type="checkbox"/> Commercial Inland Marine Coverage Part	\$ _____
<input type="checkbox"/> Truckers Coverage Part – Liability Coverage	\$ _____
<input type="checkbox"/> Truckers Coverage Part – Physical Damage Coverage	\$ _____
<input type="checkbox"/> _____	\$ _____
Total Estimated Annual Premium	\$ _____

It is agreed that the estimated annual premium for the Coverage Parts indicated above by ☒ may be combined and charged on the basis shown below, which shall be applied to the actual:

- ☐ Gross Transportation Revenue
- ☐ Gross Receipts from Direct Operations
- ☐ Number of Vehicles
- ☐ Other Basis

Reported by the insured during the policy period.

Basis	Estimated Annual Basis	Combined Rate	Combined Premium at Inception
Gross Transportation Revenue			\$
Gross Receipts from Direct Operations			\$
Number of Vehicles			\$
Other Basis			\$
Total Combined Premium			\$

A. Terms and Conditions:

The premiums stated above are the estimated premiums only. Upon completion of each annual period, or upon the termination of the policy, an audit will be conducted.

At our discretion, the audit may be either voluntary or an actual on-site audit of physical exposures. In either case, the audit must be completed no later than 45 days after termination or expiration of the policy.

The earned premium will be computed by applying the actual annual basis to the combined rate. If the earned premium thus computed exceeds the premium paid, you shall pay the excess to us. If less, we shall return to you the unearned portion.

B. Definitions:

1. **Gross Transportation Revenue** means the total amount to which you are entitled for shipment, transportation or handling of property during the policy period regardless of operating authority. **Gross Transportation Revenue** also includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker", and 15% of the total amount received from renting any equipment to any "trucker".

Gross Transportation Revenue does not include advertising revenue, taxes which you collect as a separate item and remit directly to a governmental division, or revenue from packing operations not connected with transportation.

2. **Gross Receipts from Direct Operations** means the amount to which you are entitled for shipment, transportation or handling of property under your own operating authority or contract.

Gross Receipts from Direct Operations does not include any remuneration for similar operations while you are acting as an agent of a national van line or as a sub-hauler for another transportation company.

3. The **Number of Vehicles** means the average number of vehicles you own or lease during the policy period. The average number will be determined by adding the number of units at inception to the number of units at the termination or expiration of the policy and dividing the sum by two for each annual policy term.

4. **Other Basis** of the Combined Rate is described at the end of this endorsement.

C. Adjustments

It is further agreed that a complete re-survey of exposures will be made annually, or at any time at our request or at your request. If the re-survey results in determination of exposure changes of greater than 15% and these changes would not be reflected by application of the chosen basis, the Combined Rate may be adjusted.

Such adjustment at the end of an annual period will be at our discretion. Adjustment during any annual policy period must be at our mutual agreement.

Other Basis:

Other Clarifications:

SERFF Tracking Number:	TRAX-125736511	State:	Arkansas
Filing Company:	TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.	State Tracking Number:	EFT \$50
Company Tracking Number:	GL AR0804801F01		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	2008 General Liability - New & Revised Endorsement		
Project Name/Number:	2008 General Liability - New & Revised Endorsements/GL AR0804801F01		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRAX-125736511 State: Arkansas
 Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50
 Company Tracking Number: GL AR0804801F01
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: 2008 General Liability - New & Revised Endorsement
 Project Name/Number: 2008 General Liability - New & Revised Endorsements/GL AR0804801F01

Supporting Document Schedules

Review Status:
Satisfied -Name: Uniform Transmittal Document- Property & Casualty **Approved** 07/17/2008

Comments:

See attached NAIC P&C Transmittal Document and Form Filing Schedule.

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
 AR - NAIC FORM FILING SCHEDULE.PDF

Review Status:
Satisfied -Name: COMPARE 064043 11/08 to 07/04, COMPARE 094015 11/08 to 07/04, COMPARE 094023 01/08 to 06/04, COMPARE 094025 02/05 to 06/04 **Approved** 07/17/2008

Comments:

See attached comparison of submitted and replaced forms.

Attachments:

COMPARE 064043 11_08 to 07_04.PDF
 COMPARE 094015 11_08 to 07_04.PDF
 COMPARE 094023 01_08 to 06_04.PDF
 COMPARE 094025 02_05 to 06_04.PDF

Review Status:
Satisfied -Name: 08048 GL Forms 2008 Updates - Explanatory Memo **Approved** 07/17/2008

Comments:

See attached explanatory memorandum.

Attachment:

08048 GL Forms 2008 Updates - Explanatory Memo.PDF

Review Status:
Satisfied -Name: Cover Letter **Approved** 07/17/2008


Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name					Group NAIC #
IAT Reinsurance Company Group					0225
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.	IL	28886	36-3529298		

5. Company Tracking Number	GL AR0804801F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Robert E. Goddard 215 Shuman Blvd, Suite 400 Naperville IL 60563	Compliance Analyst	(800)-796-2480 Ext. 3476	630-864-3579	Robert.Goddard@Transguard.com
7. Signature of authorized filer				
8. Please print name of authorized filer	Robert E. Goddard			

Filing Information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence			
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability			
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]				
12. Company Program Title (Marketing Title)	2008 Enhancements			
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	01/01/2009	Renewal:	01/01/2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing	07/16/2008			
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR0804801F01
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

In accordance with the filing requirements of your state, we hereby submit the captioned filing for your review and acceptance. This filing contains the following endorsements which are new or replace a previously filed edition as noted.:

FORM	EDITION	TITLE	REPLACED EDITION
064043	11/08	General Liability Coverage Form Enhancements	07/04
064044	11/08	Additional Insured - "Insured Contracts"	New
064045	11/08	Additional Insured - Designated Person or Organization - 45 Day Coverage Period	New
094015	11/08	Special Coverage for Household Goods Operations	07/04
094023	01/08	Installment Payment Endorsement	06/04
094025	02/05	Combined Rate Endorsement	06/04

Please refer to the attached Explanatory Memorandum for a detailed description of this filing.

These forms may be system-generated and formatted differently due to systems constraints. The content, however, will remain the same. In such case, these form will not be refiled unless otherwise requested by your Department in response to this filing.

We kindly request an effective date of January 1, 2009.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: Amount:</p> <p>A \$50.00 filing fee was paid by EFT with this submission.</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	GL AR0804801F01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	Internal drawer filing # GL 0804901R01.
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	General Liability Coverage Form Enhancements	064043 11/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	064043 07/04	
02	Additional Insured - "Insured Contracts"	064044 11/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Additional Insured- Designated Person or Organization-45 Day Coverage Period	064045 11/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Special Coverage For Household Goods Operations	094015 11/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	094015 07/04	
05	Installment Payment Endorsement	094023 01/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	094023 06/04	
06	Combined Rate Endorsement	094025 02/05	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	094025 06/04	
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

GENERAL LIABILITY COVERAGE FORM ENHANCEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$
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COVERAGE DESCRIPTION <i>(All Enhancements are included unless specifically indicated)</i>	
<u>I.</u> Broadened Named Insured – New Ventures	
<u>II.</u> Blanket Additional Insured & Primary Additional Insured for Contracts	
<u>III.</u> Blanket Waiver of Subrogation for Contracts	
<u>IV.</u> Limited Expansion of Coverage without an Insured Contract – 45 Day Coverage Period	
<u>V.</u> Liberalization	
<u>VI.</u> Fire, Explosion and Sprinkler Leakage Legal Liability Coverage	
Per Location General Aggregate Limit	
<u>VII.</u> <u>Designated Location General Aggregate Limit</u>	<input checked="" type="checkbox"/> <u>Included with a \$1,000,000 Limit</u>
<u>VIII.</u> Non-Employment Discrimination Liability	<input checked="" type="checkbox"/> <u>Not Included</u> <input type="checkbox"/> <u>Included with a \$100,000 Limit</u>
<u>IX.</u> Medical Payments	<input checked="" type="checkbox"/> <u>Included with a \$50,000 Limit</u>

The items listed in the **SCHEDULE** are provided as additions to your insurance program.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01** is amended as follows:

I. Broadened Named Insured – New Ventures

The last paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

Any organization you own at the inception of this policy, or newly acquire or form during the pol-

icy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

1. There is no other similar insurance available to that organization; and
2. The first Named Insured shown in the **Declarations** has the responsibility of placing insurance on that organization; and

3. That organization is incorporated or organized under the laws of any state of the United States of America, or the District of Columbia, and the business of that organization is relocation, transportation or storage or is directly associated with the relocation, transportation or storage business.

However:

- (a) Coverage under Paragraph 4.3, is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the **Declarations**, or the end of the policy period, whichever is earlier; and
- (b) **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (c) **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the **Declarations**.

II. Blanket Additional Insured and Primary Additional Insured for Contracts

The following is added to **SECTION II – WHO IS AN INSURED** at the end of Paragraph 2.:

Any **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) that you have agreed in writing in an "insured contract" that such person or organization be added are required to add as an additional insured under on this policy.

Any person or organization that under a written "insured contract" also requires that the insurance afforded to such additional insured is primary and that we will not seek contribution from any other insurance which such additional insured may have." The written "insured contract" must be executed prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

With respect to the The insurance afforded provided to such additional insured, the

following additional provisions apply is limited as follows:

- (1). Such person or organization is only an additional insured but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by: arising out of:

- (a) The the ownership, maintenance, or use of that part of their any premises or land rented or leased to you; by the additional insured;
- (b) "Your "your work" performed for that additional insured;
- (c) The the ownership, maintenance, operation or use by you of equipment leased to you by the additional insured, provided such liability does not arise out of the sole negligence of such person or organization; ;
- (d) Operations "your work" or work performed by you or on your behalf and for which any state or political subdivision has issued a permit.

- (2) The insurance afforded. Notwithstanding Paragraph 1., the coverage provided to any the additional insured under by this provision endorsement does not apply to any "bodily injury", "property damage", "to personal and advertising injury" "occurrence" property that is in the care, custody or offense; control of any insured.

- (a) Which took place before 3. The Limits of Insurance applicable to the execution of additional insured are those specified in the written "insured contract";

- (b) Which took place after" or in the completion or expiration of the written "insured contract"; Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and are not in addition to the Limits of Insurance shown in the Declarations.

- (c) Which takes place after 4. Except when required by the "insured contract", the coverage provided to the additional insured by this endorsement does not apply to:

- (a) "bodily injury" or "property damage" occurring after:

(1) all work on the project to be performed by you on behalf of the additional insured has been completed;

(2) you cease to be a tenant in the premises which are the subject of the "insured contract";

(d) Which takes place after all work including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(e) Which takes place after 3) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

3. Unless the coverage afforded any additional is required by the "insured contract" to be primary, there is no coverage for the additional insured for (b) "bodily injury" or "property damage" arising out of the sole negligence of the additional insured, or by those acting on behalf of the additional insured, in connection with "your work".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - is amended with the addition of the following:

4. Other Insurance

(b) **Excess Insurance** -- This insurance is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the "insured contract" specifically requires that this insurance be either primary or primary and non-contributing. Where required by the "insured contract", we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be

excess and non-contributing with this insurance.

III. Blanket Waiver of Subrogation for Contracts

In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. Transfer Of Rights Of Recovery Against Others To Us and Blanket Waiver of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Notwithstanding the provisions of paragraph a. above, if required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

IV. Limited Expansion of Coverage without an "Insured Contract"

The following is added to the end of Paragraph 2. in **SECTION II – WHO IS AN INSURED**:

If, because of a written contract between you and your customer, you are required to provide coverage for persons or organizations which are not part of an "insured contract", such extension of coverage can be granted with the following conditions:

1. **Additional Insured or Primary Additional Insured** -- Such person or organization is an additional insured but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by their ownership, maintenance, or use of that part of any premises or land on which you perform "your work".

-(a) The insurance afforded to any additional insured under this provision does not apply to any **WHO IS AN INSURED (Section II)** is amended to add the following provision:

1. ~~If the terms of an "insured contract" require that you name as an additional insured, persons or organizations which are not parties to the "insured contract", such person or organization will be considered an additional insured on this policy. The "insured contract" must be executed prior to the "bodily injury", "property damage", "personal and injury" or "advertising injury" occurrence or offense which takes place before the inception of "your work" or after "your work" has been completed. In no event may this extension exceed 45 days; and~~

~~(b)-2.~~ The insurance provided to the additional insured is limited as follows:

~~The person or organization is only an additional insured with respect to liability arising out of:~~

~~(a) the ownership, maintenance or use of that part of the premises or land on which "your work" is performed;~~

~~(b) "your work" performed for that additional insured.~~

3. Notwithstanding Paragraph 2., the coverage provided to the Additional Insured by this endorsement does not apply to "property damage" to personal property in the care, custody or control of any insured.

4. The limits of insurance applicable to the additional insured are those specified in the "insured contract" or in the **Declarations** for this policy, whichever is less. These limits of insurance are inclusive and are not in addition to the limits of insurance shown in the **Declarations**.

5. It is a condition of the coverage granted to the additional insured under this provision that the name and address of such person or organization, as well as a complete description of "your work", has been given provided to us in advance of the inception of such work.

~~(c) If the written contract between your customer and the person or organization to whom coverage is extended by this provision specifically requires that the insurance be primary, then the insurance afforded by this extension is primary insurance and we will not seek~~

~~contribution from any other insurance available to such person or organization.~~

~~If the written contract between your customer and the person or organization to whom coverage is extended by this provision does not require that this insurance be primary, then the coverage granted to such person or organization under this extension shall be excess over any other valid and collectible insurance. There is no coverage prior to the commencement of "your work" for the additional insured for.~~

6. Except when required by the "insured contract", the coverage provided to the additional insured by this endorsement does not apply to:

(a) "bodily injury" or "property damage" occurring after the earliest of the following:

(1) all work on the project to be performed by you on behalf of the additional insured at the site of the covered operations has been completed;

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or

(3) 45 days after notification as described in **Paragraph 5.** above.

(b) "Bodily injury" or "property damage" arising out of the sole negligence or fault of the additional insured, or by of those acting on behalf of the additional insured, in connection with "your work".

2-7. **Waiver of Subrogation** — If the "insured contract" requires that we waive any right of recovery we may have been against the additional insured and we are advised and provide written agreement of such this requirement and agree in writing, prior to the "occurrencebodily injury", "property damage", "personal injury" or offense,"advertising injury", then we waive

any right of recovery we may have against ~~any person or organization because of payment~~ the additional insured ~~because of payments~~ we make for injury or damage arising out ~~of your ongoing operations or "your work".~~ done under the "insured contract". This waiver applies only to the additional insureds which are the subject of this provision.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - is amended with the addition of the following:

4. Other Insurance

(b) Excess Insurance -- This insurance is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the "insured contract" specifically requires that this insurance be either primary or primary and non-contributing. Where required by the "insured contract", we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

V. Liberalization

In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following Paragraph is added at the end of the section:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this Coverage Part without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

VI. Fire, Explosion and Sprinkler Leakage Legal Liability Coverage

~~The last paragraph of Clause 2. Exclusions~~ In **SECTION I – COVERAGE, COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE**, the paragraph following **Paragraph (6) of exclusion j.** is deleted and replaced by the following:

~~Exclusions c. through n. Paragraphs (1), (3), and (4) of this exclusion~~ do not apply to "property damage" (other than damage by

fire, explosion, ~~or~~ sprinkler leakage, ~~or lightning~~) to premises while:

- ~~1. Rented, including the contents of such premises, rented to you;~~
- ~~2. Temporarily occupied by you with the permission of the owner; for a period of 7 days or~~
- ~~3. Managed by you under a written agreement with the owner.~~

fewer consecutive days. A separate limit of insurance applies to ~~this coverage~~ **Damage To Premises Rented To You** as described in **SECTION III – LIMITS OF INSURANCE.**

Paragraph 6. in **SECTION III – LIMITS OF INSURANCE** is deleted and replaced with the following:

6. Subject to **Paragraph 5.** above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for all damages because of "property damage" to any one premises, while rented to you, or in the ~~cause~~case of damage by fire, explosion, ~~or~~ sprinkler leakage ~~or lightning~~ while rented to you, temporarily occupied by you with the permission of the owner, ~~or managed by you under a written agreement with the owner,~~ is the greater of:

(a) \$1,000,000 Any One Premises; or

(b) The Damage to Premises Rented to You Limit shown in the **Declarations.**

In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, b. **Excess Insurance**, paragraphs (1) ~~(ba)~~ (ii) and ~~(ciii)~~ are deleted and replaced with the following:

~~(b) (ii)~~ That is Fire, Explosion, ~~or~~ Sprinkler Leakage ~~or Lightning~~ insurance for premises while rented to you, ~~or~~ temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

~~(c) (iii)~~ That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

In **SECTION V – DEFINITIONS**, ~~under~~ definition 9. "**Insured Contract**" means, Paragraph a. is deleted and replaced by the following:

- ~~(a).~~ A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, or sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written contract with the owner is not an "insured contract";

Personal and Advertising Injury – Contractual

Unless "personal and advertising injury is excluded from this Coverage Part, in **SECTION I – COVERAGE, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Exclusion 2. e. **Contractual Liability** is deleted.

Per VII. Designated Locations General Aggregate Limit

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I -- COVERAGES, COVERAGE A**, and for all medical expenses caused by accidents under **COVERAGE C**, which can be attributed only to operations at a single designated "location" shown in the **Declarations**:

1. A separate Designated Location General Aggregate (Other Than Personal and Advertising Injury)

In **SECTION III – LIMITS OF INSURANCE**, in Paragraph 2. following Paragraph c. the following is added:

~~However, the General Aggregate Limit applies separately to each "location" owned by you, rented to you, or occupied by you with designated "location", and that limit is equal to the permission amount of the owner, with respect to:~~ General Aggregate Limit shown in the **Declarations**.

a. Medical Expenses under COVERAGE C; and

- b. Damages** 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:

In **SECTION V – DEFINITIONS**, the following additional definition is added:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the **Declarations** nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the **Schedule** above.

4. The limits shown in the **Declarations** for **Each Occurrence, Damage to Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the **Declarations**, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to operations at a single designated "location" shown in the **Schedule** above:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce

the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

E. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

VIII. Non-Employment Discrimination Liability

This enhancement does not apply unless indicated as "Included" in the Schedule.

Unless "personal and advertising injury" is excluded from this Coverage Part, the following applies:

In **SECTION V – DEFINITIONS**, the following is added to the end of definition 14. "Personal and Advertising Injury":

"Discrimination"

Also in **SECTION V – DEFINITIONS**, the following additional definition is added:

"Discrimination" means the unlawful treatment of individuals ~~persons~~ with respect to such person's race, color, national origin, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

The following additional exclusions are added to Paragraph 2. **Exclusions of SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

"Discrimination" directly or indirectly related to the past employment, current employment, refusal to employ or prospective termination of employment of any person or class of persons by to any insured; employment related policy, practice, act or omission such as discipline, demotion, promotion, reassignment, evaluation,

coercion, defamation, harassment, humiliation or retaliation directed at any person.

"Discrimination" directly or indirectly related to the discussions, negotiations, or other such arrangements necessary to engage the services of an independent contractor;

Any allegation of "discrimination" made against an independent contractor or owner operator, whether or not operating under your direction or authority;

"Discrimination" directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling, permanent lodging, or premises by or at the direction of any insured;

"Discrimination" if insurance thereof is prohibited by law; or

Fines, penalties, specific performance, punitive damages, or injunctions levied ~~or imposed by a governmental entity, governmental code, law, or statute,~~ because of "discrimination".

Paragraph 4. in The first two paragraphs of Clause 4. of SECTION III – LIMITS OF INSURANCE is ~~are~~ deleted and replaced with the following:

4. Unless loss results from "discrimination" and subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

If loss results from "discrimination", the most we will pay under **Coverage B** for the sum of all damages because of all "personal and advertising injury" ~~sustained by any one person or organization~~ is \$100,000 in any one annual policy period. Furthermore, our right and duty to defend ends when we have paid or offered to pay the applicable limit of insurance in judgments or settlements.

The other provisions of Clause 4. of SECTION III – LIMITS OF INSURANCE remain unchanged.

IX. Medical Payments

Unless **COVERAGE C MEDICAL PAYMENTS** or the ~~"products-completed operations hazard"~~ has been excluded from this policy, the following applies:

~~In SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Paragraph 2. Exclusions, exclusion f. is deleted and replaced by the following:~~

~~f. **Products-Completed Operations Hazard**~~

~~Included within the “products-completed operations hazard”. However, this exclusion does not apply to expenses for dental services.~~

In **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, exclusion **2.b.** is replaced by the following:

b. — Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured except a “temporary worker”.

The following is added at the end of **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**:

Limit of Insurance

The Medical Expense Limit of Insurance shall be:

- a. The greater of **\$10,000** Any One Person, other than a “temporary worker”, or the amount shown in the **Declarations**.
- b. **\$50,000** Any One Person only applicable to a “temporary worker”.

~~**COVERAGE C MEDICAL PAYMENTS** insurance is primary and does not contribute with any other insurance, even if that other insurance is primary also.~~

This Coverage Enhancement is excess over any other insurance that may apply to the “temporary worker;” and

If any person for whom we make payment under this Coverage Enhancement has rights to recover damages from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after an “accident” or “loss” to impair them



INTERLINE

094015 **07/0411/08**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL COVERAGE FOR HOUSEHOLD GOODS OPERATIONS

This endorsement modifies insurance provided under the following:

~~COMMERCIAL AUTOMOBILE COVERAGE PART~~
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

SCHEDULE

Type of Coverage	Limit of Insurance	Premium
Remediation Coverage for Mold, "Fungi", Wet Rot, or Bacteria	\$ 25,000. Total of all claims in any one annual policy period	\$ Included
<u>Remediation Coverage for "Water Incidents"</u>	<u>\$ 15,000. Total of all costs in any one annual policy period for "water incidents" at unspecified locations.</u>	<u>\$ Included</u>
	<u>\$10,000. Total of all costs in any one annual policy period for "water incidents" at any specified location</u>	

Definition of Industry Segment:

"HOUSEHOLD GOODS" operation means the transportation, storage, handling, packing and other related services for "Shipper's Goods" or "Customer's Goods".

For this Industry Segment, "Shipper's Goods" or "Customer's Goods" means personal effects, furniture, furnishings, household appliances, household electronics, equipment or supplies used or to be used in a dwelling and/or similar property.

The following coverages are added or amended for insureds with the above described operations. Any applicable Limits of Insurance are shown in the Schedule.

Remediation Coverage for "Water Incidents"

Bodily Injury and Property Damage Liability claims resulting from exposure to "fungi", bacteria or mold are specifically excluded by the attachment of form CG 21 67 to this policy.

Damage to property in your care, custody, or control resulting from "environmental contamination, mold contamination...(or) changes in temperature or humidity" is specifically excluded in forms 083006 and 083007 one or both of which are attached to this policy.

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Remediation Coverage for "Water Incidents" does not invalidate the exclusions described above. It is intended to provide coverage enabling an immediate response to a water incident so that mold, "fungi", or bacteria do not develop.

It is a condition of this coverage that any "water incident" be reported to us as soon as practicable after the incident. In no case should this notice exceed ten (10) days after the occurrence. If the report is not made within the time frame, this coverage is void.

The following is added at the end of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01**:

3. Up to the Limit of Insurance shown in the **Schedule**, we will pay all necessary costs to clean, dry, remove, contain, restore, detoxify, treat, neutralize, un-pack, re-pack or remediate water damage to property or premises of others that relate directly to a "water incident". Also included in the Limit of Insurance is the cost to replace any item from which water cannot be removed.

This coverage is excess over any other coverage that may be provided elsewhere in this policy. However, once the Limit of Insurance shown in the **Schedule** has been paid, or a written offer to make payment of the limit has been made, we have no further obligation, including any defense obligation, with respect to Supplementary Payments resulting from "water incidents".

"Water Incident" means:

1. The sudden and accidental release of water from pipes, tubes, sprinklers or tanks;
2. Accidental exposure to rain, sleet, hail or snow inside or outside of a specified location or elsewhere; or
3. Accidental exposure to water that results from the backup in or overflow of streets, sewers, drains, or standing bodies of water.

The **Commercial Inland Marine Conditions** are amended as follows:

LOSS CONDITIONS, Section G. Pairs, Sets Or Parts only applies if you are legally liable for pairs, sets or parts under your governing tariff or a "Shipping Document" or "Storage Document".

The **Basic Cargo Liability Coverage Form 083006** is amended as follows:

If a Bill of Lading or an "Advice of Coverage" form is not issued for a shipment of household goods, then under **Section D. Exclusions**, clause 1. is deleted and replaced by the following:

1. For loss or injury to: bills of exchange, bonds, bullion, jewelry, watches, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, antiques, fine arts, furs, or firearms.

The **Basic Warehouse Coverage Form 083007** is amended as follows:

If a Warehouse Receipt or an "Advice of Coverage" form is not issued for permanent storage of household goods, then under **Section D. Exclusions**, clause 1. is deleted and replaced by the following:

1. For loss or injury to: bills of exchange, bonds, bullion, jewelry, watches, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, antiques, fine arts, furs, or firearms.

The **Commercial General Liability Coverage Part** is amended as follows:

Notwithstanding any other provisions of this policy and up to the Limit of Insurance shown in the Schedule, we will pay for any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

~~It is a condition of this coverage that any incident or occurrence of water damage to property that may lead to the development of such "fungi" or bacteria be reported to us no later than five (5) days after the incident or occurrence. If the report is not made within the time frame, this coverage is void.~~

~~The following definition is added to the **Definitions** Section:~~

~~"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.~~

~~The following exclusion is added to Paragraph 2.,~~

~~2. Exclusions~~

~~This insurance does not apply to:~~

~~Fungi or Bacteria~~

~~"Bodily injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria caused by "your work" and incurred on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.~~

~~The following exclusion is added to Paragraph 2., Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability:**~~

~~2. Exclusions~~

~~This insurance does not apply to:~~

~~Fungi or Bacteria~~

~~"Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.~~

~~The Truckers Coverage Form is amended as follows:~~

~~**Section I – Covered Autos** is amended by adding the following:~~

~~Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".~~

~~51 – Van Line "Autos" Contingent Coverage:~~

~~Only those trucks, tractors, and "trailers" you own, lease, hire, rent, or borrow and use under the authority of an interstate van line company. This includes those trucks, tractors, and "trailers" you acquire ownership of after the policy begins. Primary liability coverage for such "autos" is provided by the interstate van line company.~~

~~52 – Van Line "Autos" Primary Coverage:~~

~~Only those trucks, tractors, and "trailers" you own, lease, hire, rent, or borrow and use under the authority of an interstate van line company. This includes those trucks, tractors, and "trailers" you acquire ownership of after the policy begins. Primary liability coverage for such "autos" is provided by this policy.~~

~~The **Commercial Inland Marine Coverage Part**, the **Commercial General Liability Coverage**, and the **Truckers Coverage Form** are amended by the following:~~

~~If you are an agent of an interstate van line company and have entered into a "Primary Van Line Contract" with that company, then the coverage afforded under such an "insured contract" is limited as follows:~~

~~Regardless of your contractual obligation to such van line company for loss or damage, we will not reimburse the van line company for loss, damage or injury that result from an occurrence or occurrences that arise out of your operations conducted under the operating authority of the van line company.~~

~~This limitation does not restrict or limit our obligation for any loss, damage or injury that would otherwise be payable under the terms and conditions of this policy.~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PAYMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
[COMMERCIAL UMBRELLA COVERAGE PART](#)

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

A. Installments

In consideration of the issuance of this policy, the Insured agrees that the Annual Premium for this policy is to be paid in installments. Down Payment and any applicable state taxes or fees are due at the inception of coverage. Future Installment Payments are due as shown in the **INSTALLMENT SCHEDULE**.

B. Endorsements

Additional premiums due for Endorsements issued after inception may be paid on a cash basis or added to future installments due.

Return premiums due for Endorsements issued after inception may be refunded on a cash basis [at the option of this Company or deducted from future installments](#).

Any change to the PAYMENT SCHEDULE resulting from such endorsements will be reflected on the **INSTALLMENT SCHEDULE**.

C. Cancellation Provisions

Non-Payment of any original Installment or revised Installment resulting from endorsement changes will result in the Company mailing Notice of Cancellation in accordance with the policy terms and conditions.



Policy Number:

COMPOSITECOMBINED RATE ENDORSEMENT

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

This endorsement applies only to the premium developed for those Coverage Parts marked by ☒ below~~Minimum Earned~~Estimated
Annual Premium

- | | | |
|--|----|-------|
| <input type="checkbox"/> <u>Commercial Property Coverage Part</u> | \$ | _____ |
| <input type="checkbox"/> Commercial General Liability Coverage Part | \$ | _____ |
| <input type="checkbox"/> <u>Crime and Fidelity Coverage Part</u> | \$ | _____ |
| <input type="checkbox"/> Commercial Inland Marine Coverage Part | \$ | _____ |
| <input type="checkbox"/> Truckers Coverage Part – Liability Coverage | \$ | _____ |
| <input type="checkbox"/> Truckers Coverage Part – Physical Damage Coverage | \$ | _____ |
| <input type="checkbox"/> _____ | \$ | _____ |

Total Estimated Annual Premium

\$ _____

It is agreed that the estimated annual premium for the Coverage Parts indicated above by ☒ may be combined and charged on the basis shown below, which shall be applied to the actual:

- ☐ Gross Transportation Revenue
☐ Gross Receipts from Direct Operations
☐ Number of Vehicles
☐ Other: Basis

Reported by the insured during the policy period, ~~subject to a minimum earned premium shown above.~~

Basis	Estimated Annual Basis	Composite <u>Combined</u> Rate	Estimated Annual Premium <u>Combined Premium at Inception</u>
Gross Transportation Revenue			\$
Gross Receipts from Direct Operations			\$
Number of Vehicles			\$
Other: <u>Basis</u>			\$

Total Combined Premium

\$ _____

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COMPARISON

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A. Terms and Conditions:

The ~~premium~~premiums stated above ~~is~~are the estimated ~~premium~~premiums only. Upon completion of each annual period, or upon the termination of the policy, an audit will be conducted. ~~If the earned premium thus computed exceeds the estimated advance premium paid, you shall pay the excess to us. If less, we shall return to you the unearned portion paid subject to the minimum earned premium.~~

At our discretion, the audit may be either voluntary or an actual on-site audit of physical exposures. In either case, the audit must be completed no later than 45 days after termination or expiration of the policy.

The earned premium will be computed by applying the actual annual basis to the combined rate. If the earned premium thus computed exceeds the premium paid, you shall pay the excess to us. If less, we shall return to you the unearned portion.

B. Definitions:

1. Gross Transportation Revenue means the total amount to which you are entitled for shipment, transportation or handling of property during the policy period regardless of operating authority. **Gross Transportation Revenue** also includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker", and 15% of the total amount received from renting any equipment to any "trucker".

Gross Transportation Revenue does not include advertising revenue, taxes which you collect as a separate item and remit

directly to a governmental division, or revenue from packing operations not connected with transportation.

2. Gross Receipts from Direct Operations means the amount to which you are entitled for shipment, transportation or handling of property under your own operating authority or contract.

Gross Receipts from Direct Operations does not include any remuneration for similar operations while you are acting as an agent of a national van line or as a sub-hauler for another transportation company.

3. The Number of Vehicles means the average number of vehicles you own or lease during the policy period. The average number will be determined by adding the number of units at inception to the number of units at the termination or expiration of the policy and dividing the sum by two for each annual policy term.

4. Other Basis of the ~~Composite~~Combined Rate is described at the end of this endorsement.

C. Adjustments

It is further agreed that a complete re-survey of exposures will be made annually, or at any time at our request or at your request. If the re-survey results in determination of exposure changes of greater than 15% and these changes would not be reflected by application of the chosen basis, the ~~Composite~~Combined Rate may be adjusted.

Such adjustment at the end of an annual period will be at our discretion. Adjustment during any annual policy period must be at our mutual agreement.

Other Basis:

Other Clarifications:

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.

GENERAL LIABILITY EXPLANATORY MEMORANDUM New and Revised Endorsements

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. (TRANSGUARD) is submitting this filing for your review and acceptance. This filing contains independent material that has been developed to compliment the standard **ISO Division Six** forms and endorsements currently on file with your state.

TRANSGUARD is a subscriber of Insurance Services Office, Inc. (ISO), and we are affiliated with them for General Liability forms and endorsements. TRANSGUARD specializes in providing insurance for businesses that focus on the Relocation, Transportation and Storage industries and we write both monoline and package policies using the ISO program in conjunction with our independent forms and endorsements.

ENDORSEMENTS

064043 11/08 – GENERAL LIABILITY COVERAGE FORM ENHANCEMENTS: This revised optional endorsement replaces the 07/04 edition. The revisions include:

- Updating the Coverage Description items in the schedule and the corresponding provisions in the endorsement itself to include the numbering of each item for easier identification;
- Clarification of which options are included or not included and applicable sub-limits;
- Re-naming “Per Location General Aggregate Limit” to “Designated Locations General Aggregate Limit; and
- Clarification of language and form references.

064044 11/08 – ADDITIONAL INSURED – “INSURED CONTRACTS”

064045 11/08 – ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – 45 DAY COVERAGE PERIOD

These are **new mandatory endorsements**. They have been developed to meet the needs to our exposures and to clarify our intent. The current industry (ISO) counterparts were designed for the construction industry and do not clarify the intent of additional insured statuses.

094015 11/08 – SPECIAL COVERAGE FOR HOUSEHOLD GOODS OPERATIONS: This revised optional endorsement replaces the 07/04 edition. The revisions include:

- Adding a definition for “Water Incidents” and clarifying the intent of remediation coverage;
- Indicating limits for remediation coverage at unspecified locations and at any specified location;
- Clarification of language and adding form references to our forms 083006 and 083007; and
- Removing references to Commercial Auto, the 07/04 edition has been withdrawn under a separate filing.

094023 01/08 – INSTALLMENT PAYMENT ENDORSEMENT: This revised optional endorsement replaces the 06/04 edition. Other than updating the revision date, the only other change is to add the reference to Commercial Umbrella as a type of insurance it can be used with.

094025 02/05 – COMBINED RATE ENDORSEMENT: This revised optional endorsement replaces the 094025, Composite Rate Endorsement, 06/04 edition. The revisions include:

- Renaming the endorsement to clarify its use;
- Adding references to Commercial Property and Crime and Fidelity Coverage Parts; and
- Editorial and clarifying language.

Comparisons are provided which show the changes to each endorsement when compared to the current approved editions. Underlined matter is new, ~~struck-through matter~~ has been deleted.



215 Shuman Blvd., Suite 400
Naperville, IL 60563

July 16, 2008

Commissioner Julie Benafield Bowman
Attn: Property & Casualty Division
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

Submitted Via SERFF

RE: **General Liability**
2008 General Liability - New & Revised Endorsements
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.
NAIC#: 0225-28886 FEIN: 36-3529298
Filing#: GL AR0804801F01

Dear Property & Casualty Division:

In accordance with the filing requirements of your state, we hereby submit the captioned filing for your review and acceptance. This filing contains the following endorsements which are new or replace a previously filed edition as noted.

<u>FORM</u>	<u>EDITION</u>	<u>TITLE</u>	<u>REPLACED EDITION</u>
064043	11/08	General Liability Coverage Form Enhancements	07/04
064044	11/08	Additional Insured – “Insured Contracts”	New
064045	11/08	Additional Insured – Designated Person or Organization – 45 Day Coverage Period	New
094015	11/08	Special Coverage for Household Goods Operations	07/04
094023	01/08	Installment Payment Endorsement	06/04
094025	02/05	Combined Rate Endorsement	06/04

Please refer to the attached Explanatory Memorandum for a detailed description of this filing.

These forms may be system-generated and formatted differently due to systems constraints. The content, however, will remain the same. In such case, these form will not be refiled unless otherwise requested by your Department in response to this filing.

This filing is being submitted under your state's prior approval provision. We kindly request an effective date of **January 1, 2009**.

We have also developed new rules for use with these endorsements. However, according to your state's filing guidelines for commercial general liability rules, such material is not required to be filed. We will maintain an internal “drawer filing” of these rules for documentation purposes and make it available for your review upon request.

Your prompt attention to this matter is appreciated. If you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert E. Goddard', written in a cursive style.

Robert E. Goddard
Compliance Analyst
Phone: 800-796-2480 Ext. 3476
Fax: 630-864-3576
Email: Robert.Goddard@Transguard.com
Enclosure(s)